

## **Participant and Subscriber Agreement**

### **For access to the Victoria Area Association of REALTORS®, Inc Multiple Listing Service known as CTXMLS**

The undersigned persons desiring the right to use and access the Central Texas MLS (CTXMLS) acknowledge and agree to the following.

- (1) We have read the Rules and Regulations governing the CTXMLS.
- (2) We agree to comply with the Rules and Regulations as they may be amended from time to time.
- (3) We understand that the Victoria Association of REALTORS®, Inc. will attempt to, but is not obligated to, give us notice if the Rules and Regulations are amended. Changes will be supplied to Participant via CTXMLS New & Alerts.
- (4) We agree to pay all fees, in advance, for access and use of the MLS. We understand that those fees may change from time to time without advance notice. As of the date this agreement is signed the fees for access to the MLS are as shown on the attached Fee Exhibit.
- (5) We understand that we may be required to agree to a license agreement with the vendor who provides the software and programs to CTXMLS. We represent that we will comply with the terms of any such agreement when accessing the MLS.
- (6) We understand that the Rules and Regulations govern the resolution of any dispute.
- (7) As the undersigned Participant, I am responsible for the actions of all subscribers who are affiliated with me. I will take necessary steps so that subscribers affiliated with me will comply with the Rules and Regulations. I will be responsible to VAAR for the payment of all fees, charges and fines assessed against me and the subscribers affiliated with me.
- (8) We will not permit anyone who is not a Participant or subscriber to access or use the MLS or the MLS information, except as permitted by the Rules and Regulations.
- (9) If any of the undersigned subscribers cease to be affiliated with the Participant as employees or independent contractors, the Participant and subscriber will promptly notify VAAR. We understand that a subscriber may not access or use the MLS independently of a Participant.
- (10) All fees, once paid, are not prorated and are not refundable.
- (11) VAAR requires a letter in good standing from the Board or Association the Participant is a primary member of and a list of all licensees associated with the firm.